

Doslo na právní oddělení ČZU dne:  
26.03.2019

# JOURNAL PUBLISHING AGREEMENT

**THIS AGREEMENT** is made as of the 20<sup>th</sup> day of February 2019, between:

**Czech University of Life Sciences Prague**, with offices at Kamýcká 129  
165 00 Praha – Suchbát, Czech Republic, holding tax (VAT) identification number CZ  
60460709  
Represented by Prof. Ing. Petr Sklenička, CSc., rector (“**Journal Owner**”),

and

**De Gruyter Poland Sp. z o.o.**, with offices at ul. Bogumiła Zuga 32A, 01-811 Warsaw,  
Poland, entered into the National Court Register kept by the District Court of Warsaw under  
number KRS 0000055478, NIP (fiscal identification) number PL 9521878738, having a share  
capital of PLN 1,905,000, trading under the name Sciendo  
Represented by Jacek Ciesielski – President of the Management Board (“**Sciendo**”).

**IT IS NOW AGREED** by the parties to this Agreement (“**the parties**”) as follows:

## § 1. OBLIGATIONS OF SCIENDO

1. Sciendo shall provide production, marketing, distribution and training services and an online submission and editorial system (the “**System**”) as more fully described below (collectively, the “**Services**”) in accordance with the terms and conditions of this Agreement, for the journal or journals (“**Journal**”) identified in the table below:

Name	ISSN	from volume year	from volume number	issues per volume	articles per volume
Scientia Agriculturae Bohemica	1211-3174	2019	50	4	40

### Non-research papers

Name	ISSN	papers per volume
Scientia Agriculturae Bohemica	1211-3174	0

2. The Journal Owner may publish in the Journal non-research papers such as editorial notes, news, obituaries, book reviews, short communications etc., but accepts that Sciendo shall provide limited services in respect of such non-research papers, i.e. only those services set

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out in Clause 1.3 hereof that can be provided for this type of papers; in particular the Similarity Check (as defined below) shall not be provided for such papers. Without prejudice to the preceding sentence, for the purposes of the provisions of this Agreement, the term "article" shall also include a non-research paper.

3. Sciendo shall:

A. TECHNOLOGY SOLUTIONS

1. VARIOUS SOLUTIONS

- a. provide a Journal webpage;
- b. provide a hosting and distribution platform on which Journal content will be accessible;
- c. provide a system to detect plagiarism (the '**Similarity Check**');

2. ONLINE SUBMISSION AND EDITORIAL SYSTEM

- a. facilitate the online submission of scholarly manuscripts (the "**Content**"), and the subsequent management of the process of review and revision of the Content, by those natural persons authorised by the Journal Owner to do so (such as the Journal's submitting authors, editors and reviewers) (collectively the "**Users**"), as well as storing and transmission of other information normally collected and used in the operation of the System (the "**Journal Data**");
- b. prepare the System web site to be used by the Users (the "**Site**"); the Site design and layout shall conform to Sciendo's then current standards therefor; Sciendo shall include in the Site visual characterization that reflects the Journal's identity (web pages customized to reflect the "look and feel" of the Journal),
- c. provide the Journal Editor (as defined in Clause 2.4.a) with up to ten (10) hours of remote training in the use of the System in the first four (4) months after this Agreement's date,
- d. offer the Journal Owner additional services for an extra fee, namely Additional Technical Support, Additional Training, Data Load, Extra Storage Space.

B. SERVICES

1. PRODUCTION

- a. generate DOI numbers for articles,
- b. create article metadata in XML format (abstracts, keywords, references),
- c. adapt the Journal layout to the Sciendo requirements;

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## 2. MARKETING

### INDEXING

- a. arrange for the indexing of the Journal or Journal articles by abstracting and indexing services relevant to the Journal subject field,
- b. pre-evaluate the journal for Scopus, Medline (only for medicine and related fields) and Clarivate Analytics,
- c. apply to Scopus, Medline (only for medicine and related fields) and Clarivate Analytics, if preevaluation has been positive,
- d. configure the Journal webpage in view of its indexing by Google and other search engines;

### FULLTEXT DISTRIBUTION

- e. distribute to libraries through online platform,
- f. arrange for coverage by full-text repositories,
- g. arrange for coverage by discovery services,
- h. arrange for coverage by open access directories, such as DOAJ, and distribute metadata to those services,
- i. set terms for document delivery companies, and serve these companies,
- j. provide long term preservation services;

## 3. CONSULTING

- a. provide handbooks for the Journal editors and authors,
- b. advise how to increase citations and impact factors (for journals indexed by Clarivate Analytics),
- c. advise how to increase reference linking;

## 4. ACCOUNT MANAGEMENT

- a. provide an Account Manager – single point of contact for the Journal editors (communication channels: phone, email, Skype),
- b. provide online training for editors (on contracted services),
- c. provide Annual Review Reports sent to editors once a year.

## § 2. OBLIGATIONS OF JOURNAL OWNER

The Journal Owner shall:

1. pay to Sciendo charges in the following amounts and according to the following rules:
  - a. The charge for the services provided under this Agreement for the Journal(s) is 200 (two hundred) Euro (plus VAT, if applicable) per article. The charge for non-research papers is 60 (sixty) Euro (plus VAT, if applicable) per each such paper. These charges apply


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- even if the Journal Owner has not delivered the articles or non-research papers to Sciendo, but published them elsewhere;
- b. The charge is paid by the Journal Owner in advance for each calendar year. Sciendo may issue the invoice for the first calendar year within 30 days from the date of this Agreement, and for the following calendar years not earlier than the beginning of December of the preceding year, unless the Journal Owner wishes to pay earlier. The Journal Owner shall pay the invoice not later than in 30 days from its date;
  - c. If, through Sciendo or otherwise, the Journal has published for the given volume more articles than the number provided in Clause 1.1, Sciendo may issue an invoice for those extra articles not earlier than 15<sup>th</sup> January of the following calendar year, and the Journal Owner shall pay the invoice not later than in 30 days from its date. If, through Sciendo or otherwise, the Journal has published for the given volume fewer articles than the number provided in Clause 1.1, this shall result in a credit payable by Sciendo, and Sciendo shall issue an invoice for the applicable credit against the latest yearly invoice. The amount given in the crediting invoice can be deducted by the Journal Owner from the payment of the next yearly invoice, on condition that the parties have agreed (pursuant to Clause 4.1 or 4.2) that this Agreement shall remain in force for the following calendar year and no party has given notice of termination pursuant to Clause 4.3. If the conditions referred to in the preceding sentence are not met, Sciendo shall transfer the amount given in the crediting invoice into the Journal Owner's bank account within 30 days of receiving the Journal Owner's notice in writing requesting such payment and providing details of such bank account, provided, however, that this time period cannot commence as long as it is not known whether the conditions referred to in the preceding sentence are met. The foregoing provisions of this sub-clause c relative to articles apply also to non-research papers;
  - d. If the number of manuscripts submitted to the System in a calendar year exceeds 200 % of the number of articles the Journal has published in that year's volume, Sciendo may issue an invoice for the charge for those manuscripts that exceed this 200 % threshold not earlier than on 15<sup>th</sup> January of the following calendar year. The charge for those extra manuscripts is 25 (twenty-five) Euro net (plus VAT, if applicable) per each such manuscript. The Journal Owner shall pay the invoice not later than in 30 days from its date;
  - e. Sciendo shall be entitled to charge 200 (two hundred) Euro net (plus VAT, if applicable) for the first submission or companion file covered by a Journal Owner special request as set out in Clause 2.4.d, and 25 (twenty-five) Euro net (plus VAT, if applicable) for any additional submission or companion file covered by the same request. The Journal Owner shall pay the relevant Sciendo invoice not later than in 30 days from its date;
  - f. All banking expenses associated with the payment of Sciendo's invoices shall be borne by the Journal Owner;
2. supply to Sciendo the Journal content in PDF format, meeting the quality requirements as specified by Sciendo from time to time accompanying the manuscript such as figures, tables, maps etc, in electronic form and of an adequate quality;



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3. supply to Sciendo information which, in the opinion of Sciendo, it is necessary to place on the Journal's homepage at the Sciendo website or to be delivered to libraries, full text repositories, open access directories and abstracting and indexing services;
4. as regards the System:
  - a. appoint one of the editors of the Journal (the "**Journal Editor**") as the person who will undergo the training in the use of the System and become responsible for the execution of the implementation plan defined by Sciendo and for the operation of the System. The Journal Editor shall be the only person appointed by the Journal Owner for this purpose;
  - b. implement the System as set out in the implementation plan defined by Sciendo;
  - c. at its sole expense, provide support to Users of the System, in case they experience problems in operating the System, and to refer those Users to Sciendo only if those problems have not been resolved by the Journal Editor or a person appointed by the Journal Editor, and only if the Journal Editor believes that a User is experiencing a technical difficulty directly and only related to the failure of the System; this support shall be provided between the hours of 9 a.m. and 5 p.m. of the country of residence of the Journal Editor or of a person appointed by the Journal Editor, Monday to Friday, excluding public holidays in that country;
  - d. at its own expense, archive all submission and companion files of manuscripts published in the Journal. All such files shall also be (i) archived in the System in the first instance, (ii) then archived to tape storage and removed from the System one year after the completion of the relevant publication process in the System, (iii) and after such tape storage archiving occurs, available, by their contents being transmitted to the Journal Owner, at the Journal Owner's special request and subject to a fee as set out in Clause 2.1.e, provided, however, that such files shall no longer be available after the lapse of 7 years of the day that such files were archived to tape storage;
  - e. provide Sciendo with such materials as are necessary to create the Site, including forms and instructions used by the Journal editors in the solicitation and instruction of authors with respect to authors' submissions of manuscripts,
  - f. not allow any third party other than a User to use the System or otherwise benefit from the Services;
5. after the termination of this Agreement, take over the rights to all DOIs assigned by Sciendo to the articles published under this Agreement, and host the full text of those articles either on the Journal Owner's own servers or on third party servers. In any case, such hosting should allow resolution of all DOIs in the content of the articles that was originally published under this Agreement;
6. if the Journal Owner does not comply with the obligation set out in Clause 2.5, the Journal Owner shall pay to Sciendo a fee of 70 (seventy) Euro net (plus VAT, if applicable) per each unresolved DOI per calendar year of such hosting as set out below or a fraction thereof, after the termination of this Agreement. Sciendo may issue an invoice for such hosting for a calendar year not earlier than on 15th January of that year, the Journal Owner shall pay the invoice not later than in 30 days from its date, and all banking expenses associated with the payment shall be borne by the Journal Owner. In this case, Sciendo shall keep the

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content of such articles in an archive hosted and provided by Sciendo or a vendor of such archiving services, so as to comply with the second sentence of Clause 2.5. Such articles shall be publicly accessible, according to such rules as reasonably set by Sciendo, and such access shall be free of charge for the readers. Clause 3 shall apply to Sciendo's right to such hosting, and Sciendo shall be allowed to sublicense this right.

### § 3. LICENCE

1. The Journal Owner hereby grants to Sciendo the right and license throughout the world and for the duration of this Agreement (subject to the provisions of Clauses 4.4 and 4.5 hereof):
  - a. to prepare, reproduce, manufacture, publish, distribute, exhibit, advertise, promote, license and sub-license, through the Internet and other means of data transmission now known or later to be developed, copies of the Journal in digital and/or electronic form including abstracts, bibliographic information, illustrations, pictures, indexes and subject headings and other proprietary materials contained in the Journal;
  - b. to exercise (and license and sub-license others to exercise) subsidiary and other rights in the Journal, including the rights to: (i) photocopy, scan or reproduce copies thereof, (ii) reproduce excerpts from the Journal in other works, (iii) reproduce adaptations of Journal content, (iv) reproduce copies of the Journal as part of compilations with other works, including collections of materials made for use in classes for instructional purposes, customized works, electronic databases, document delivery, and other information services, and (v) publish, distribute, exhibit and license any materials referred to above in this sub-clause b.
2. The Journal Owner hereby grants to Sciendo a non-exclusive licence to use the name of the Journal and of the Journal Owner in order to identify the Journal Owner as the source of the Journal.
3. The Journal Owner shall affix to the front page of electronic copies of each of the Journal's articles published under this Agreement the name, imprint and logo of Sciendo and an appropriate copyright notice, in the manner agreed with Sciendo.
4. Sciendo shall be entitled to enforce in respect of third parties, to such extent as permitted by law, the rights licensed to it hereunder.
5. The licence provided for in this Agreement entitles the Journal Owner to no royalties or other fees. The Journal Owner acknowledges that the Journal content as distributed according to Clause 1.3 hereof will be publicly accessible, according to such rules as reasonably set by Sciendo, and such access will be free of charge for the readers.

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#### § 4. TERM

1. This Agreement shall be for a period ending on December 31, 2021 (the “**Initial Period**”). Complete annual volumes 2019-2021 of the Journal shall be electronically published under this Agreement.
2. At the end of the Initial Period this Agreement will be extended automatically for successive periods of two years each (each such period being a “**Renewal Term**”) unless, not less than 6 months prior to the (as the case may be) end of the Initial Period or then current Renewal Term, a party notifies the other party in writing of its objection to the extension of this Agreement. In case of such objection this Agreement shall terminate with effect from the end of (as the case may be) the Initial Period or the then current Renewal Term.
3. Notwithstanding the provisions of 4.2. hereof and without prejudice to mandatory law, a party shall have the right to terminate this Agreement by giving seven days’ notice in writing to the other party only if the other party:
  - a. enters into liquidation or becomes insolvent,
  - b. is in material breach or material non-observance of any of its obligations hereunder and does not remedy the same (if it is capable of remedy) within thirty (30) days of notice in writing of such breach or non-observance being given by the terminating party.
4. If this Agreement is terminated in accordance with the provisions of Clause 4.3. hereof, the provisions of Clauses 1.3.A.1.a, 1.3.A.1.b, 1.3.B.2.d-j and 3 hereof remain in force until the end of the calendar year in which the relevant notice period has elapsed. In this case, Clauses 2.5 and 2.6 shall begin to apply after the end of that year.
5. Clauses 2.5 and 2.6 shall remain in force at least until the lapse of a period of 40 years following the end of the calendar year in which this Agreement terminates; after the lapse of that period Clauses 2.5 and 2.6 shall remain in force but either party shall be allowed to terminate them by giving two years’ notice to the other party. Subject to mandatory law, Clauses 2.5 and 2.6 shall terminate only in accordance with the preceding sentence or if both parties so agree.
6. If the Journal Owner has delayed any payment due to Sciendo under this Agreement for more than 60 days, Sciendo has the right to withhold the provision of the Services, which may include in particular removing access to the content of the Journal or removing its content from the environment described in Clause 1.3.A.

#### § 5. REPRESENTATIONS AND WARRANTIES

1. The Journal Owner represents and warrants that:
  - a. it exclusively owns the Journal;
  - b. it owns or it has acquired copyright and other intellectual property rights to the contents of the Journal, published or distributed under this Agreement;

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- c. the Journal and the use thereof contemplated by this Agreement do not and shall not infringe the copyright, trademark, patent or other intellectual property rights of any third party;
  - d. it shall reimburse Sciendo in respect of all costs and shall compensate all damages that may result from claims of third parties, if any of the warranties given in sub-clauses a, b and c above is not or shall not be true within the duration of this Agreement;
  - e. it acknowledges that Sciendo is unable to exercise control either over the availability of the Internet or any other data network, and that Sciendo can give no warranty that the content shall be available for access by customers at all times on the Internet or on any other data network; accordingly Sciendo shall not be liable, subject to mandatory law, for such unavailability or lack of access.
2. Sciendo represents and warrants that:
- a. its personnel possess and shall possess the proper skill, training, experience and background to perform the services under this Agreement,
  - b. it has entered or shall enter into agreements with the providers of the solutions necessary to perform all the Services and to meet all obligations undertaken by Sciendo by this Agreement.

## § 6. CONFIDENTIALITY

Each party hereto shall, except as required by law or to perform this Agreement, keep strictly confidential all information contained in this Agreement and all information resulting from the implementation of this Agreement, and not use this confidential information in any way other than for the performance of its obligations hereunder. This shall not apply to such information as is publicly available when received by such party or then becomes publicly available otherwise than as a result of such party's breach of this Agreement, or to any disclosure or use as authorized by the other party in writing. This Clause 6 shall survive termination of this Agreement for 3 years.

## § 7. MISCELLANEOUS

1. Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other party's written consent. Sciendo may, however, assign all or any of its rights and obligations hereunder to a company or partnership that is dependent on Sciendo, that controls Sciendo or that is controlled by a company or partnership that controls Sciendo (the relation of dependence or control to be assessed according to the Polish Commercial Companies Code), unless such assignee is insolvent at the time of such assignment.

  
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2. Changes of or supplements to this Agreement shall not be valid unless made in writing. The same rule shall apply to termination of this Agreement and any other notice that this Agreement requires to be given in writing.
3. This Agreement constitutes the full and complete statement of the agreement of the parties with respect to the subject matter hereof and supersedes any previous offers, agreements, understandings or communications, whether written or oral, relating to such subject matter.
4. Unless this Agreement expressly provides otherwise, Sciendo's liability for its failure to provide the Services in accordance with this Agreement shall only arise where such failure is due to Sciendo's intentional fault or gross negligence or that of a person for whom Sciendo is liable.
5. If any provision in this Agreement is held to be invalid or unenforceable, that provision shall be, inasmuch as possible, construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability.
6. This Agreement shall be governed by the laws of Poland, and any disputes arising out of this Agreement or related hereto shall be instituted in the Polish courts having jurisdiction over Sciendo's registered office.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized officer, as of the date first written above

Signed for and on behalf of Sciendo: **De Gruyter Poland Sp. z o. o.**

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 By: **Jacek Ciesielski**  
 Position: **President of the Management Board**

Signed for and on behalf of the Journal Owner: **Czech University of Life Sciences Prague**

27-02-2019

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 By: **Prof. Ing. Petr Sklenička, CSc.**  
 Position: **rector**



Prověřeno právním odd. ČZU v Praze